Supreme Court, U.S.
FILED

NO.

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In The

SUPREME COURT OF THE UNITED STATES

October Term, 1998

CHRISTOPHER R. WOJCIECHOWSKI

Petitioner

V.

WALT DISNEY CONCERT HALL No. 1 et. al.,

Respondents

On Petition For Writ of Certiorari

To The Ninth Circuit Court of Appeals

Docket No. 97-16195-96-97 [Related Case Docket No. 97-56654]

APPENDIX TO

PETITION FOR WRIT OF CERTIORARI

WALT DISNEY CONCERT HALL NO.1; a Calif. not for Profit Corp. LILLIAN DISNEY; DIANE D. MILLER, an individual; DIANE D. MILLER; RONALD E. GOTHER, in their capacity as executors of The Estate of Sharon D. lund; THE ESTATE of SHARON D. LUND ; RETLAW ENTERPRISES, INC .a Calif. Corp.; CANYON OAKS ESTATES, a Calif. Limited .Partnership ; TOPANGA OAKS INC., a Calif. Corp.; ROBERT L. WILSON, President of TOPANGA OAKS INC.; ROBERT L. WILSON, an individual ; GIBSON DUNN & CRUTCHER a Partnership, including Professional Corporations, and in it's previous capacity as a Law Firm; RONALD E. GOTHER, an individual; BENNETT L. SILVERMAN; LAUREL BALLARD BRYAN; CHARLES S. BATTLES, JR.; JANE LINDSAY WINGFIELD; RESPONDENTS

Represented by; GIBSON DUNN & CRUTCHER,

333 S. GRAND AVE. LOS ANGELES CA 90071 TEL. 213 229 7000

and, FINER KIM & STEARNS an Association of Law Corporations; BENNETT A. RHEINGOLD; ROBERT B. PARSONS; SCOTT C. CLARKSON, RESPONDENTS

Represented by; ROBERT B. PARSONS - FINER, KIM & STEARNS

3424 CARSON STREET # 500 TORRANCE, CA 90503 TEL. 310 214 1477

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CHRISTOPHER R. WOJCIECHOWSKI, PETITIONER,

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APPENDIX

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UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

CHRISTOPHER R. WOJCIECHOWSKI	)	NO. 97-16195
	)	
	)	D.C. NO.
PLAINTIFF-APPELLEE	)	CV-96-21018-RMW(EAI)
	)	
v.	)	**MEMORANDUM**
	)	
WALT DISNEY CONCERT HALL NO. 1, a Calif. Not for Profit Corporation; LILLIAN DISNEY; DIANE DISNEY MILLER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RONALD E. GOTHER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RETLAW ENTERPRISES, INC., a California Corporation;CANYON OAKS ESTATES, a California Limited Partnership; TOPANGA OAKS, INC., a California Corp.; ROBERT WILSON GIBSON; DUNN & CRUTCHER, a Registered Limited Liability Partnership including Professional Corporations; BENNETT L. SILVERMAN; CHARLES S.	)	

1 This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as provided by 9th Cir. R. 36-3.

BATTLES, JR.; LAUREL BALLARD BRYAN; JANE LINDSEY WINGFIELD,

Defendants-Appellants,

and

FINER KIM & STEARNS; BENNETT RHEINGOLD; ROBERT B. PARSONS, an individual; SCOTT C. CLARKSON, AN INDIVIDUAL,

DEFENDANTS.

CHRISTOPHER R. WOJCIECHOWSKI,

Plaintiff-Appellant,

v.

WALT DISNEY CONCERT HALL NO. 1, a California Not for Profit Corporation; LILLIAN DISNEY; DIANE DISNEY MILLER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RONALD E. GOTHER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RETLAW ENTERPRISES, INC., a California Corporation; CANYON OAKS ESTATES, a California Limited Partnership;

NO. 97-16196

TOPANGA OAKS, INC., a California Corporation; ROBERT WILSON GIBSON; DUNN & CRUTCHER, a Registered Limited Liability Partnership including Professional Corporations; BENNETT L. SILVERMAN CHARLES S. BATTLES, JR.; LAUREL BALLARD BRYAN; JANE LINDSEY WINGFIELD; FINER KIM & STEARNS; BENNETT RHEINGOLD; ROBERT B. PARSONS, an individual; SCOTT C. CLARKSON, an individual,

Defendants-Appellees.

No. 97-16197

CHRISTOPHER R. WOJCIECHOWSKI,

Plaintiff-Appellee,

v.

WALT DISNEY CONCERT HALL NO. 1, a California Not for Profit Corporation; LILLIAN DISNEY; DIANE DISNEY MILLER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RONALD E. GOTHER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RETLAW ENTERPRISES, INC., a California Corporation; CANYON OAKS ESTATES, a

California Limited Partnership; TOPANGA OAKS, INC., a California Corporation; ROBERT WILSON GIBSON; DUNN & CRUTCHER, a Registered Limited Liability Partnership including Professional Corporations; BENNETT L. SILVERMAN; CHARLES S. BATTLES, JR.; LAUREL BALLARD BRYAN; JANE LINDSEY WINGFIELD,

Defendants,

and

FINER KIM & STEARNS; BENNETT RHEINGOLD; ROBERT B. PARSONS, an individual; SCOTT C. CLARKSON, an individual,

Defendants-Appellants.

Appeal from the United States District Court
for the Northern District of California
Ronald M. Whyte, District Judge, Presiding

Submitted March 12, 1999[2]
San Francisco, California

Before: FERNANDEZ and Mc KEOWN, Circuit Judges, and WEINER[3], District Judge

Christopher R. Wojciechowski appeals the district court's dismissal of his action against all of the entities and persons mentioned in the caption, who are referred to generally as the "Disney Defendants,"[4] the "Gother Defendants,"[5] and the "FKS Defendants."[6] We affirm in part, but remand in part, for entry of an order to dismiss with prejudice.[7]

---

[2] The panel finds this case appropriate for submission without oral argument pursuant to Fed. R. App. P. 34 (a)(2).

[3] Honorable Charles R. Weiner, Senior United States District Judge for the Eastern District of Pennsylvania, sitting by designation.

[4] As used in this disposition, the "Disney Defendants" means: Walt Disney Concert Hall No. 1, a California Not for Profit Corporation; Lillian Disney; Diane Disney Miller, Individually and as Executor of the Estate of Sharon Disney Lund, Dec'd; Ronald E. Gother, as Executor of the Estate of Sharon Disney Lund, Dec'd; Retlaw Enterprises, Inc., a California Corporation; Canyon Oaks Estates, a California Limited Partnership; Topanga Oaks, Inc., a California Corporation; and Robert Wilson.

[5] As used in this disposition, the "Gother Defendants" means Gibson, Dunn & Crutcher, a Registered Limited Liability Partnership including Professional Corporations; Bennett L. Silverman; Charles S. Battles, Jr., Laurel Ballard Bryan; Jane Lindsey Wingfield; and Ronald E. Gother, individually.

[6] As used in this disposition the "FKS Defendants" means: Finer, Kim & Stearns, Robert B. Parsons, Bennett Rheingold and Scott C. Clarkson.

[7] We take judicial notice of various documents as requested by the Disney and Gother Defendants on December 19, 1997.

1. The district court dismissed the action because, it said, there was no complaint on file to remove to the federal courts. In that regard it erred. Clearly, Wojciechowski's first amended complaint was on file in the Superior Court of the States of California for the County of Monterey, even if that complaint was fatally defective. See Villa Pacific Building Co. v. Superior Court, 233 Cal. App. 3d 8, 9-12, 284 Cal. Rptr. 227, 228-30 (1991) (an assertion of failure to follow Cal. Civ. Code Sect. 1714.0 is a defense; this section is procedural, not jurisdictional). However, we can affirm the district court of any ground "fairly supported by the record." Haddock v. Board of Dental Examiners, 777 F.2d 462, 464 n.4 ((th Cir. 1985).

If, as Wojciechowski claims is so, the first amended complaint did not spell out a conspiracy, it appears that it was filed well beyond the statue of limitations. See Cal. Civ. Proc. Code Sect. 338. That would suggest that the dismissal was not only appropriate, but also should have been with prejudice. We are, however, unwilling to make that determination on appeal in the first instance. Nevertheless, as to the Disney Defendants and the Gother Defendants, the action should be =dismissed with prejudice in any event. See Wojciechowski v. Montevideo Partnership, No. 97-56654 (9th Cir._____,1999), decided on the same date as this matter.

2. The district court also dismissed the action because, it held, venue was improper in the Northern District of California. We agree. The action against the Disney Defendants and the Gother Defendants was a sham because, as we have ruled in Wojciechowski v. Montevideo Partnership, No. 97-56654 (9th Cir.---, 1999), joining them was an egregious contempt of court, and those defendants must be dismissed with prejudice. In short, they should never have been made a part of this action, should be deemed dismissed, and should not be considered in assessing venue. To consider them would allow Wojciechowski to profit from his own wrong. That leaves only the FKS Defendants,and as to none of them would venue be proper in the Northern District of California. None of those individuals resided in the Northern District, nor did any of the events in

question take place there. See 28 U.S.C. Sect. 1391. Incidently, venue was not proper as to the FKS Defendants in the Monterey Superior Court either. See Cal. Civ. Proc. Code Sect. 395.

AFFIRMED in part, but REMANDED for entry of an order dismissing with prejudice as to the Disney Defendants and the Gother Defendants. Wojciechowski shall bear the costs on appeal.

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

CHRISTOPHER R. WOJCIECHOWSKI,	)	No. 97-16195
Plaintiff-Appellee,	)	D.C. NO. CV-96-21018-RMW(EAI)
v.	)	ORDER DENYING THE PETITION FOR REHEARING AND FOR REHEARING EN BANC
WALT DISNEY CONCERT HALL NO. 1, a California Not for Profit Corporation; LILLIAN DISNEY; DIANE DISNEY MILLER Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RONALD E. GOTHER, Individually & as Executor of the Estate of Sharon Disney Lund, Dec'd; RETLAW ENTERPRISES, INC., a California Corporation; CANYON OAKS ESTATES, a California Limited Partnership; TOPANGA OAKS, INC., a California Corporation; ROBERT WILSON GIBSON; DUNN & CRUTCHER,a Registered Limited Liability Partnership including Professional Corporations; BENNETT L. SILVERMAN; CHARLES S. BATTLES, JR.; LAUREL BALLARD BRYAN; JANE LINDSEY WINGFIELD,	)	

)
Defendants-Appellants,)
)
and)
)
FINER KIM $ STEARNS;)
BENNETT RHEINGOLD;)
ROBERT B. PARSONS, an indivi-)
dual; SCOTT C. CLARKSON,)
an individual,)
)
Defendants,)
)
CHRISTOPHER R.) No. 97-16196
WOJCIECHOWSKI,)
)
Plaintiff-Appellant,)
)
v.)
)
WALT DISNEY CONCERT HALL)
No. 1, a California Not for Profit)
Corporation; LILLIAN DISNEY;)
DIANE DISNEY MILLER, Indivi-)
dually & as Executor of the)
Estate of Sharon Disney Lund,)
Dec'd; RONALD E. GOTHER,)
Individually & as Executor of the)
Estate of Sharon Disney Lund,)
Dec'd; RETLAW ENTERPRISES,)
INC., a California Corporation;)
CANYON OAKS ESTATES, a)
California Limited Partnership;)
TOPANGA OAKS, INC., a)
California Corporation; ROBERT)
WILSON GIBSON; DUNN &)
CRUTCHER, a Registered Limited

Liability Partnership including)
Professional Corporations;)
BENNETT L. SILVERMAN;)
CHARLES S. BATTLES, JR.;)
LAUREL BALLARD BRYAN; JANE)
LINDSEY WINGFIELD; FINER)
KIM & STEARNS; BENNETT)
RHEINGOLD; ROBERT B.)
PARSONS, an individual; SCOTT
C. CLARKSON, an individual,)
)
Defendants-Appellees.)
)

CHRISTOPHER R.) No. 97-16197
WOJCIECHOWSKI,)
)
Plaintiff-Appellee,)
)
v.)
)
WALT DISNEY CONCERT HALL)
No. 1, a California Not for Profit)
Corporation; LILLIAN DISNEY;)
DIANE DISNEY MILLER, Indivi-)
dually & as Executor of the)
Estate of Sharon Disney Lund,)
Dec'd; RONALD E. GOTHER,)
Individually & as Executor of)
the Estate of Sharon Disney)
Lund, Dec'd; RETLAW ENTER-)
PRISES, INC., a California)
Corporation; CANYON OAKS)
ESTATES, a California Limited)
Partnership; TOPANGA OAKS,)
INC., a California Corporation;)
ROBERT WILSON GIBSON;)
DUNN & CRUTCHER, a Regis-)

tered Limited Liability Partnership including Professional Corporations; BENNETT L. SILVERMAN; CHARLES S. BATTLES, JR.; LAUREL BALLARD BRYAN; JANE LINDSEY WINGFIELD,

Defendants,

and

FINER KIM & STEARNS; BENNETT RHEINGOLD; ROBERT B. PARSONS, an individual; SCOTT C. CLARKSON, an individual,

Defendants-Appellants.

Before: FERNANDEZ and MC KEOWN, Circuit Judges, and WEINER[1], District Judge.

The panel has voted to deny appellant's petition for rehearing and to reject the suggestion for rehearing en banc.

The full court has been advised of the suggestion for rehearing en banc and no active judge has requested a vote on whether to rehear the matter en banc. Fed. R. App. P. 35.

The petition for rehearing is DENIED and the suggested for rehearing en banc is REJECTED.

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[1] Honorable Charles R. Weiner, Senior United States District Judge for the Eastern District of Pennsylvania, sitting by designation.

DECLARATION OF CHRISTOPHER R. WOJCIECHOWSKI, IN SUPPORT OF APPELLANT'S REBUTTAL TO APPELLEES CANYON OAKS ESTATES, L.P, ET. AL. RESPONSE TO APPELLANT'S SUPPLEMENT TO PENDING MOTION FOR COURT ORDERED INVESTIGATION BY U.S. ATTORNEY ETC.

I, CHRISTOPHER R. WOJCIECHOWSKI, hereby declare under penalty of perjury under the laws of the United States that the following facts are true and correct of my own knowledge except as otherwise expressly stated.

I am the Appellant herein, appearing pro se since February of 1992, when I replaced my former attorney's Latham & Watkins in "The Montevideo Partnership" Bankruptcy Case No. LA 89 -27014 WL. Since then I have been denied my Constitutional rights to a jury trial by Appellees herein and other Defendants/ Appellees in related case No. 97-16195. The Montevideo Partnership aka Canyon Oaks Estates L.P. is and at all times was a California Limited Partnership. There are other parties involved, who are not under the jurisdiction of this Court. My rights to my rightful share of the Montevideo Partnership's assets were taken away through Bankruptcy Fraud committed by the accused parties. Also, I have been intimidated with threats made by these parties resulting in my withdrawing key testimony as a a witness at a Writ of Mandamus proceeding. These same parties retaliated against me by filing a bogus Order to Show Cause, which later became a fraudulent Contempt Order, causing obstruction of justice in several federal courts. All of these parties knew at the time they filed the OSC and at the time they obtained the Contempt Order, that their attempt was utterly without merit. The eminent law firm of Gibson Dunn & Crutcher and it's attorneys, who are Defendants in the related case, knew that it was a criminally prohibited retaliation, made with malice. There was no injunctive language found in any order made to prevent me from recovering what was taken from me, or from testifying as a witness to protect a fraudulent sale of my property and Montevideo Partnership's property. That

fraudulent sale will now have to be set aside and the real property in question will revert back to me, it's original owner.

On October 5, 1998, I filed with this Court detailed criminal charges based on the above generally described criminal conduct, against eleven individual Defendants, all under the jurisdiction of this Court, who among others were directly responsible for crimes committed which resulted in me losing property, invested capital, accrued interest, costs of recovery and my 77.44 % ownership in The Montevideo Partnership. Subsequently, in an effort to mitigate further civil litigation, I mailed the following letters to the parties involved with a copy to Latham & Watkins, a related party, as yet not criminally charged and who is not under the jurisdiction of this Court. The purpose of mailing these documents was to show the criminally accused parties and Latham & Watkins, how I calculated restitution under Title 18 U.S.A.C. Sect. 3663, 3664 and how I calculated what my actual damages total for purposes of a RICO jury trial. The basis of these calculations is in part the damages I suffered, shown in; " Motion of Appellant Christopher R. Wojciechowski, for Rule 60(b) Relief, Declaration in support thereof filed in this case May 5, 1998. Interest has been added to currently reflect the amount of demands made as of the date of each letter. Other damages have been added as well, those are explained in the attached Exhibits.

I declare under penalty of perjury under the laws of the United States that the attached Exhibits are true and correct copies of the original documents sent. This Declaration is executed in Monterey County, California on the 19th of October, 1998.

"s"/_____

CHRISTOPHER R. WOJCIECHOWSKI

APPELLANTS REPLY TO OPPOSITION OF FK&S DEFENDANTS/ CROSS APPELLEES, TO PETITION FOR REHEARING

When Appellant first received and read the subject opposition papers, he immediately called attorney Robert B. Parsons ("Parsons") of Cross Appellee, Finer Kim & Stearns ("FK&S"). The call was made by Appellant from a car phone on April 22, 1999 at 11:35 AM, while driving to Salinas from Pebble Beach, CA. The car is equipped with a speaker phone. Angela J. Naskar was driving the car and listened to both sides of the conversation. Her Declaration is attached hereto. Christopher R. Wojciechowski's Declaration is also, attached hereto.

1. Parsons admitted, in the above conversation, that the February 20, 1991 Cancellation Agreement between Appellant and FK&S's client, Chuo Tochi U.S.A. Inc., canceled all monetary obligations between the parties and that matter was never litigated anywhere (See "Exhibit A" attached to Angela Naskar's Declaration). Yet, in his papers filed in Opposition to Appellants Petition for Reconsideration, he says the opposite (see pg.1, paragraph 1);

" Every one of the points which Wojciechowski raises as a premise for seeking "rehearing was litigated ad nauseam -- ."

2. Parsons admitted that on July 8, 1992, in spite of the above Cancellation Agreement, his client Harry J. Kim and FK&S, took $750,000 from Appellant, disobeying a Federal Court Order.

3. Parsons admitted that in July of 1996, in spite of the above Cancellation Agreement, his client Harry J. Kim and FK&S, took Appellant's personal property in Monterey County, through a fraudulent foreclosure.

Apparently, Parsons, under the circumstances, is doing the only thing he can, lying to this Court in the subject Opposition papers he prepared and signed, to avoid Reconsideration. His arguments, contending all matters were already litigated, are a material misrepresentation. Parsons

shows no support for his fraudulent statements. Where is there an Order saying "Exhibit A" is inapplicable?

The focus of his effort is avoidance of his client's financial responsibility to return stolen money and property, not in this Appeal, but in the Related Appeal Docket No. 97 56654, which seeks the grant of Relief for Appellant through pending Rule 60(b) Motion laid before this Court.

Parsons lacks credibility when he frivolously attempts to wave off that responsibility because Peter L. Shaw dismissed that Rule 60 (b) Motion, without jurisdictional authority to do so. [See General Orders of this Court 6.3(d)(e)].

In Parsons mind unwarranted dismissal by Appellate Commissioner constitutes a litigated matter that need not be re litigated. Then he goes on to say that the Appellate Panel dismissed the Rule 60(b) Motion, which is another misrepresentation. The fact is the next dismissal of the Rule 60(b) Motion, was signed, without jurisdiction to do so, by the Court Clerk. The Appellate Panel never even heard that Motion. Again, in Parsons mind a dismissal by the Clerk constitutes a litigated matter that need not be re litigated.

On page 2, last paragraph, Parsons makes the totally inconsistent and patently incompetent, incredible statement which is mental error;

"– the granting of the motion by Commissioner Shaw was a "favor to Gibson Dunn & Crutcher".

That is a "Freudian" slip if there ever was one. Had Commissioner Shaw granted the Motion for Rule 60 (b) Relief as Parsons suggests, there would have been no difference in the final results. The Commissioner lacks jurisdiction to grant or to dismiss any petitions or motions shown in Gen. Order 6.3(e). Clearly disobedience by attorneys to follow the 1992 Court Order of Judge Lasarow falls outside his authority. However, had he granted the Motion as Parsons suggests, the only difference would be, Parsons and his client would have been the ones to file a Petition for Reconsideration and Appellant like Parsons now, would have had to accept the loss because of the Commissioner's folly.

There is no question about existing prejudice on the part of Appellate Commissioner dismissing a valid Rule 60(b) Motion for Relief based on the evidence that was presented, including "Exhibit A" which was submitted in AER to Appellants Brief in Case 97-56654 Vol. I, at 000061. This matter was never litigated as Parsons freely admitted in the 4-22-99 telephone conversation. His Opposition papers are a fraudulent pontification, made only to release him and his clients from responsibility to Appellant. The Panel bought sheer legal error and created a clear miscarriage of justice, subject to Reconsideration under FRAP 40, that is what Appellant's petition is about. It is not about re litigating.

The purpose of Appellant's telephone call to Parsons was to clarify why in the world FK&S is opposing reconsideration of a series of clear legal errors by the Appellate Panel. And why is Parsons essentially objecting to having a jury trial for the first time ever, to litigate these matters once and for all time, with live witnesses and evidence. There was no satisfactory explanation, from Parsons, nor were any legal points offered, just a nervous and silly laugh. Indicating as he had in the past, they got away with it so far, and they don't want to have to litigate in front of a jury, because they know they will lose.

Furthermore, there is no time bar, Parsons misrepresents that fact on page 3. Neither is there a time limit on attack on judgment as void; one-year limit applicable to some Rule 60(b) motions is expressly inapplicable to Rule 60(b)(4) motion, and even requirement that motion be made within reasonable time cannot be enforced with regard to this class of Motion which is laid before this Court (See footnote 1, pg. 1, of Appellants Petition for Rehearing). In the Bellevue Manor case (See Footnote 2, Petition for Rehearing in this case), this Court upheld the sanctity of Rule 60(b) Motions. It must consistently do so, to grant equal protection, as required by the Constitution, even for a Polish American who was born a Roman Catholic, in Warsaw, Poland.

Unfortunately, Parsons mind is full of discrimination, hate and error, when he characterizes those guarantees

contained in the Constitution of the United States as "Wojciechowski's delusional state", at the top of pg. 3, in his Opposition papers. Evidently in Parsons mind, The United States Constitution is a delusion. He further exacerbates this incredulous warped sense of equality under the law by suggesting in next paragraph on pg. 3, that Appellant's rights to Reconsideration be curtailed through the application of FRCP Rule 11.

It is clear that every point Parsons attempts is fraught with error, including the filing of his very papers. FRAP 40 & Circ. Rule 40-1 does not allow answers to a Petition for Reconsideration, unless answers are permitted by this Court. Apparently, Parsons is also ignorant of that fact, since he did not receive such permission from this Court. It is a telling fact that, neither did Parsons nor did Harry J. Kim, or Scott Clarkson, or Bennett Rheingold or FK&S receive permission from the Court of Judge Lasarow to interfere with the Settlement of July 8,1992. The above parties are Defendants in the underlying case on Appeal. They took that $750,000 in disobedience of Judge Lasarow's Order in 1992 settlement. Parsons' clients, in conspiracy with Robert L. Wilson and Jane Lindsay Wingfield, all disobeyed the Bankruptcy Court Order of July 8, 1992, voiding it.

They had no standing and did not receive permission then, they did not receive permission now. They took the law into their own hands both times. That is an act of desperate men constituting a pattern. Licensed attorneys are supposed to know better than to disobey the law, court's Orders, rules, etc. in violation of Title 18 USC Sect. 1961 et. seq.

Later on, they fraudulently took Appellants $1,850,000 Carmel Highland, ocean front property, by willfully misleading Monterey County Superior Court about the non existance of the Cancellation Agreement attached as "Exhibit A " to Angela Naskar's Declaration.

CONCLUSION

Appellant, therefore, asks this Court to sustain Petition for Rehearing of all matters before this Court and grant all Relief

sought in Petition in Sect. III "Conclusion", in both this case and in related case Petition, Docket No. 97 56654, as requested, with emphasis on granting relief in Rule 60(b) Motion against FK&S Defendants and other Defendants. Appellant requests that this Court refuse to be misled by fraud committed by attorney's as shown here and Remand underlying case CV 96-21018 RMW, to Court below for jury trial to be consolidated with RICO Case No. C 98-21139 RMW (EAI). Otherwise *"ad nauseam"* violations of Rule 60(b) by Appellees will perpetuate these proceedings *"ad infinitum"* and Appellant as Private Attorney General will prosecute such violations until there is closure, either by a fair and equitable settlement of unresolved and unlitigated disputes or at a RICO jury trial. Those are the only choices available under the Constitution, "Kangaroo Courts" just don't cut it in the United States of America.

Submitted on April 23, 1999.

CHRISTOPHER R. WOJCIECHOWSKI
PRIVATE ATTORNEY GENERAL,
APPEARING PRO SE

DECLARATION OF ANGELA J. NASKAR

I, Angela J. Naskar, under penalty of perjury of the laws of the United States declare as follows:

1. The attached "Exhibit A" to this Declaration is a true and correct copy of the February 20,1991, "Cancellation" sent in an envelope by Harry J. Kim, attorney in the Finer Kim & Stearns law firm, opened by me in July of 1991. I can't remember the exact date, but I know it was between the 7th & the 17th. The document is a "Cancellation" agreement between the parties indicated.

2. On April 22, 1999, at approximately 11:35 AM, I was in a car, driving to Salinas from Pebble Beach, Chris Wojciechowski, asked me to pull over so he could make a phone

call. He called and talked to Robert B. Parsons. I heard Mr. Parsons say the following:

(a) The Cancellation Agreement, which is "Exhibit A" to my Declaration, is a valid agreement.

(b) The effect of Cancellation Agreement was never litigated anywhere.

(c) Mr. Parsons client, Harry J. Kim, took $750,000 from Mr. Wojciechowski's share of the proceeds on July 8, 1992.

(d) In July of 1996, Mr. Kim foreclosed on Mr. Wojciechowski's property in the Carmel Highlands, Monterey County, Calif.

If called as a witness I could testify to the truth of above facts from my own personal knowledge.

Executed under Penalty of perjury in Monterey County, California on April 22, 1999.

"s"/_____
Angela J. Naskar

DECLARATION OF CHRISTOPHER R. WOJCIECHOWSKI

I, Declare under penalty of perjury of the laws of the United States as follows, if called as a witness I could competently testify to the following facts of my own personal knowledge:

1. Today at 11:35 AM, I telephoned Robert B. Parsons ("Parsons") of the law firm Finer Kim & Stearns, Appellees, and Cross Appellants herein.

2. Parsons in that telephone conversation admitted that the February 20, 1991 Cancellation Agreement ("Exhibit A" to Angela J. Naskar's Declaration attached herewith), between myself and Chuo Tochi USA Inc. is an effective valid agreement who's effect on the matters before this Court has never been

litigated anywhere.

3. Parsons admitted his client Harry J. Kim, Defendant in RICO Case, took $750,000 from me on July 8, 1992, in spite of cancellation provisions known to Kim in above "Exhibit A", which clearly release both parties:

"The contemplated East/West Partnership Agreement, the Amendments thereto and the January 10, 1991 agreement between Montevideo Country Club, Inc. and Chuo Tochi U.S.A., Inc. are hereby canceled and are of no further force and effect. Each party hereto is fully released from all obligations owed to the other party."

4. Parsons admitted his client Harry J. Kim, Defendant in RICO Case, took a $1,850,000 ocean front property located in the Carmel Highlands, Monterey County California, from me in spite of above release.

There never was litigation involving the effect of "Exhibit A" on such illegal takings. Parsons' signed Objections of April 20, 1999, are another fraud on Court by attorney, subject to Rule 60(b) Relief.

The Rule 60 (b) Motion for Relief, before this Court is the first time such litigation was attempted. Appellate Commissioner's ill-concieved dismissal of that Motion gave rise to RICO Action filed on November 16, 1998.

The First Amended RICO Complaint filed on March 29, 1999, shows such acts, of stealing my property and money through Racketeering Activity prohibited by The Organized Crime Prevention Act of 1970, which Parsons and his clients are subject to, as alleged.

The difference between the Rule 60(b) Motion and RICO action is treble damages for the same wrongful taking by Parsons' clients. Any responsible adult person would prefer to pay the Rule 60 (b) Relief requested which is approximately $2,000,000, whereas under RICO item 8 & 9, on pg. 2 of my Declaration attached to First Amended RICO Complaint shows damages including the loss of Carmel Highlands property. The

total recovery under RICO Claim is shown on pg.6 of the above document to be $11,040,000.00. Indeed, Parsons Freudian slip was correct, Commissioner Shaw would have done his friends at Gibson Dunn & Crutcher a favor, and saved them 7 parsons clients nine million dollars.

As I understand the Constitution of the United States, my guaranteed rights thereunder were deprived me and I am entitled to recover property and monies taken. That recovery is to be achieved through a trial in front of a jury of my peers, not through an unauthorized appellate commissioner's, clerk's or judge's acting without evidence or witnesses, in my absence at a hearing somewhere, unknown to me, without a recorded transcript. What's taken place so far is evidently a manufactured "Kangaroo Court," where my rights were totally disregarded and where the results were a foregone conclusion.

Clearly on the evidence shown, the Panel's Opinion was a miscarriage of justice, inconsistent with my substantial rights, causing reversible error. I am entitled to and I demand rehearing en banc and a subsequent RICO jury trial on these matters which, admittedly by Parsons, were never litigated anywhere.

I request in the accompanying Reply, that Parsons' inappropriate and unauthorized Opposition papers to my Petition for Reconsideration be struck from the record and that reconsideration en banc proceed unfettered as requested, based on Panel's legal error, in due course.

Executed under penalty of perjury in Monterey County, California on April 22, 1999.

"s"/_____
CHRISTOPHER R. WOJCIECHOWSKI

MOTION TO SUPPLEMENT
EMERGENCY MOTION TO DISQUALIFY COUNSEL

1. PLAINTIFF/APPELLANT CHRISTOPHER R. WOJCIECHOWSKI, hereby moves this Court to allow a supplement to be attached to the filing of Emergency Motion Under Circuit Rule 27-3 to Disqualify opposing Counsel, Gibson Dunn & Crutcher ("GD&C") and all their attorneys including: Jane Lindsay Wingfield, Ronald E. Gother, Laurel Ballard Bryan, Charles S. Battles, Jr. & Bennett L. Silverman from representing other Defendants/Appellees /Cross Appellees in subject Appeal and closely related cases. This motion is made pursuant to FRAP Rules:27, Motions & FRAP Rule 27-3 Emergency Motions. Hearing En Banc has been suggested by Movant.

2. Exhibit "A" to "Emergency Motion to Disqualify Counsel" filed with this Court on March 11, 1998, contains one hundred nineteen pages of documentary evidence. In the supplement the papers in exhibit "A" are identified individually by page. A short summary statement is included to show why Movant believes this evidence is compelling to the disqualification of opposing counsel at this time on an emergency basis. The following supplement is provided for ease of reference and cognizance of the Court.

II. Supplement to: Exhibit "A" attached to, Emergency Motion to Disqualify Counsel

1. SUMMARY STATEMENT ABOUT DOCUMENTARY EVIDENCE:

Document # 000009- 000010: December 17,1985 letter from Ronald E. Gother of GD&C to CRW showing GD&C attorney's have placed "partnership agreement" in final form, incorporating changes; (i) recommended by GD&C tax lawyer Nick Thomas, (ii) eliminating exhibits, (iii) Suggesting Janosik modify agreement between Summit Land Company and Montevideo Country Club, Inc. to show:

(1) The difference in price between the cost of

acquisition by Summit and the price to be paid by Partnership to acquire the land, and the method of payment for that land providing for an agreed 12% interest per annum, with a balloon due date for the principal amount, 5 yrs. hence.

(2) Providing no principal payment on note until preference payment to Sharon (SDL) has been made in full.

(3) That agreement cannot be modified without written consent of Sharon (SDL).

Movant's comments:

The final agreement was signed on May 22, 1987, almost a year and one half later. GD&C & Sharon delayed the signing. (See AER, Vol 1. 000049 in U.S.C.A. Docket No. 97-16195)

This letter acknowledges that the Partnership was obligated to pay Summit Land Co. for the right to acquire it's land by making interest payments at 10% per year and the principal was to be paid in full 5 years hence. CRW became Limited Partner in 1991. CRW was assigned the Summit Note in 1991 and CRW was entitled to same preference as Limited Partner as Sharon D. Lund (SDL) enjoyed, State of California Limited Partnership law provides for such consideration. At the time of Agreement, Summit's Note was for the amount shown on the attached Exhibit "X" to this supplement, no payments of any kind were received on Summit's Note per the final agreement. Gother was instrumental in advising Lund to breach this agreement for her benefit in 1991-1992, while Gother and GD&C were representing the Montevideo Partnership in which CRW was a 77,44% limited partner. Because of his conflict of interest CRW suffered losses enumerated in attached Exhibit "X".(see item 3&4, relating to Summit Notes & CRW's Note, acknowledged in final agreement)

The agreement could not be modified without the written consent of SDL, she did modify the agreement granting CRW 110 acres from the Partnership property. That grant was denied CRW after her death, by the same person who signed this letter, Ronald E. Gother, attorney at GD&C. Who is now charged with possession of confidential information, and a

conflict of interest in this Appeal & all other litigation since August 1991. See argument in Movants Emergency Motion to Disqualify Counsel.

Document # 000011; This document shows that SDL did in fact modify the agreement on 11/4/87 granting CRW 110 Acres of Montevideo Partnership Property, which CRW was denied.(See attached Exhibit "X" No. 9 & 10)

Document 000012: This is a document originated by Jane Wingfield, attorney at GD&C who gained confidential information through attending a Montevideo Partnership meeting on December 31,1990 in CRW's offices. Now, Jane Lindsay Wingfield & GD&C is charged with conflict of interest because she gained such confidential information. SDL took over in 1991 as General Partner of Montevideo Partnership, CRW was a 77.44% Limited Partner in that time period. Jane Lindsay Wingfield, on behalf of GD&C, represented the same Partnership for nearly a year during which time obstruction of justice took place denying CRW his right's as limited partner pursuant to California State Partnership Law, resulting in losses shown on attached Exhibit "X", herein. .

Document # 000014-000022: Shows a cc; to Jane Wingfield, attorney at GD&C transmitting confidential information to her and Robert Wilson of SDL, GP, Inc., SDL's new company that was about to take over, or in fact already took over as the general partner in 1991. At that time Jane Wingfield was an attorney at GD&C who represented the Montevideo Partnership in which CRW was a 77.44% limited Partner. Jane Lindsay Wingfield and her firm GD&C is charged with obstruction of justice through obtaining confidential information in the manner shown and litigating against CRW for approximately seven years during which time she made continual misrepresentations to four federal courts that she and her firm did not represent Montevideo Partnership.

Document # 000024; Letter to CRW from Joseph T. Edmiston, Executive Director of Santa Monica Mountains Conservancy, who after SDL's death bought all Montevideo Partnership property, including the 110 Acres SDL granted to CRW by her modification to the Montevideo Partnership Agreement.

Document # 000025-00026; Retlaw Enterprises Inc.(stands for Walter spelled backwards, a company Walt Disney started before he died which is an investment vehicle for the Disney heirs) 8-7-91 memo made from "Notes from telephone conversation this morning" about confidential affairs of Montevideo Partnership sent via facsimile transmission to Ron Gother & Jane Lindsay Wingfield lawyers at GD&C who represented the limited partnership when CRW was a 77.44% limited partner. This confidential information was gained by GD&C lawyers who have been charged with conflicts of interest in CRW's Emergency Motion to Disqualify Opposing Counsel.

Document#000027-000030; Ronald E. Gother and Jane Wingfield, GD&C attorneys are advised about the details of proposed revisions to "Chris'" routing plan" of the Montevideo Partnership golf course. The importance of these pages is that it shows the degree of detail GD&C attorneys were provided with, confidential information about Montevideo Partnership business in the time that GD&C represented the Montevideo Partnership when CRW was the 77.44% limited Partner.

Document 000031- 000032; This document is a demand letter from the new General Partner of the Montevideo Partnership requesting a wealth of confidential information on the attached list from CRW. GD&C attorneys were aware of all of this confidential information and it was turned over to them. In turn they used this information against CRW and to his financial detriment causing a conflict of interest because GD&C represented the Montevideo Partnership when CRW was a 77.44% limited partner.

Document 000033-000036; In early September of 1991, CRW made the new General Partner aware of certain confidential information about CRW insisting that the Montevideo Partnership get out of bankruptcy and move to another court for dissolution of the Partnership. There were potential buyers and CRW wanted his fair share of the proceeds. CRW did not know that the new General Partner was dealing with Chuo Tochi and other potential buyers in a range from $38 million to $43 million. This document shows that the obvious intent of Bob Wilson is to breach all previous agreements by giving CRW a "bone" of a couple of hundred thousand dollars to get rid of CRW, instead of his fair share of the Partnership assets. The legal dissolution of the Montevideo Limited Partnership in State Court is not at all in Wilson's mind. Instead he suggests to get rid of CRW through bankruptcy claims to avoid paying CRW his 77.44% share of a potential $43 million dollar sale. As a limited partner with a priority return of his invested capital and secured notes coming due at this time, CRW would have legal right to be paid the bulk of the proceeds from such a sale. The plan to cheat CRW the limited partner out of millions of dollars was now obviously in the works. A copy of this memo was sent to Jane Lindsay Wingfield and Ronald E. Gother, attorneys at GD&C (see fax cover sheet Doc. 000036.) for the limited partnership. The result was connived in secret behind CRW's back causing damages shown on Exhibit "X" attached hereto.

Document 000038; This is a very significant document. It is a revelation of what Judge Lasarow allowed to transpire in his Bankruptcy Court. CRW obtained this document through discovery for the first time in October 1998. It was withheld from him purposely by GD&C's attorney Bennett L. Silverman, who represented the Montevideo Partnership while CRW was a 77.44% limited partner. It is clear documentary evidence and absolute proof that the hearing confirming "Lund's Plan of Reorganization" on May 11, 1991 took place illegally when the Case was in Chapter 7. Mr. Silverman apparently connived with the judge's clerk causing fraud on court. Mr.Gary Plotkin, a well

respected U.S. Trustee, served notice of a 341(a) meeting under Chapter 7 to be held on August 30, 1991. That clearly indicates Montevideo Partnership was in Chapter 7 since Judge Lasarow signed the conversion order on May 9,1991. Mr. Silverman and GD&C misrepresented to the Bankruptcy Court that it was not in Chapter 7 on May 10,1991 and that the Confirmation Hearing should go forward while the Montevideo Partnership was in Chapter 7. That was a fraud on Court. The hearing did take place causing CRW the losses shown on Exhibit "X" herein. To this day CRW does not know who Tina Dow is. Tina Dow may have been the U.S. Trustee in the Chapter 11 case. Or she might have been Mr. Plotkin's assistant. If indeed she was either she must be implicated in this cover up of what is patently bankruptcy fraud and obstruction of justice by Bennett L. Silverman and John T.Janosik. Janosik's duty was to provide this evidence to CRW back in August of 1991, which he failed to do. That is a conflict of interest, withholding confidential information from a client by both attorneys who's representation of the Montevideo Partnership overlapped at this time. Both had a fiduciary duty of reasonable care to the 77.44% limited partner CRW. The last two lines at the bottom of the box on the fax transmission are indicative of the fraud and conflict. Mr. Silverman writes:
"I ask on behalf of our client, (who else is his client? It is the Debtor Partnership as called out in the caption **Re: Montevideo Partnership**) *that the 341 (a) not proceed."* When it was in the best interest of CRW the limited partner that it indeed proceed. He goes on to say; " Please let me know if Mr. Plotkin intends to proceed with the 341(a). Thank you, Ben." by that last statement Ben Silverman admits that he knew the case was in Chapter 7, John T. Janosik knew it was in Chapter 7, neither one told CRW. There are 10 additional pages that were transmitted in this fax, those have been withheld from CRW. He still does not have them.

Document # 000039; On October 8, 1991 as shown in this letter GD&C's attorney Laurel Ballard Bryan was representing

the Montevideo Partnership. (See 000040 cc: *"Office of the U.S. Trustee Montevideo Partnership, c/o Topanga Oaks, Inc. General Partner."*) The letter is: *" In re Montevideo Partnership: Subpoena to Custodian of Records of Santa Monica Bank"* . There is no question about it, GD&C are litigating against CRW a limited partner in the Montevideo Partnership that they represent on behalf of SDL and Topanga Oaks Inc. That is a conflict of interest which obstructed justice in 1991 and does to this day. It is also a fraud on four Federal Courts including this Court of Appeals.

Document# 000041; This document is a memo to Jane Wingfield at GD&C showing additional proof that every detail and every conversation was brought to her attention because she and GD&C were in fact representing the Montevideo Partnership and CRW's interests by way of his 77.44% ownership in that Partnership. GD&C and it's attorneys gained confidential information resulting in a conflict of interest in their continual representation of this Partnership through the present. That constitutes obstruction of justice.

Document # 000043 & 000044 (are the same); it speaks for itself ,affirming CRW's position as the 77.44% Limited Partner, showing CRW's desire to reach a fair an amicable "divorce" dissolution of the Partnership suggested by Ronald E. Gother, GD&C attorney, to which SDL was amenable. Such a settlement has not yet been made. Exhibit "X' shows the damages suffered by CRW as a result of GD&C's attorney's fraud on Court and conflict with their own client's SDL & CRW.

Document # 000045; This document shows that as of Oct. 7,1991 *"Montevideo Partnership, Wojciechowski Christopher GEN PTR"* was receiving mail from the IRS at Retlaw's address;*"12716 Riverside Dr. North Hollywood CA 91607-3329"* It also shows the number of partners as *" 2 "*. The significance of this document is that GD&C and it's attorneys, who were now representing the Montevideo Partnership, fraudulently changed

the mailing address from what it had been when CRW's company was the GP to what is shown on this document, which assesses a penalty from the IRS against CRW who was never a "GEN PTR". That is tax fraud and obstruction of justice when combined with document #000124.

Document # 000046 -000049; Same comment as above re # 000041.

Document # 000049 -000056; This series of documents show again Jane Wingfield's "hands on" involvement correcting a draft of a letter to Supervisor Ed Edelman regarding Montevideo Partnership matters including her hand written suggestions. Document 000053-54 is the final letter sent to Supervisor Edelman. Jane L. Wingfield, Esq. Gibson Dunn & Crutcher, appearing on 000052 as the attorney for the Montevideo Partnership. on 000052. Document #000055 -56 show again, her extraordinarily close involvement with every detail. This time she writes a letter to Hale Irwin the golf pro with extraordinary personal comments regarding his involvement in the Montevideo Golf Course Design. (Same comments as above re 000041)

Document 000057-000067; This is a long letter with attachments (some pages were withheld apparently, the fax cover sheet indicates 15 pages), from the Montevideo Partnership to: *"Jane Wingfield at Gibson Dunn & Crutcher"* . The letter is self explanatory, it shows a planned conclusion of the Partnership, disengaging the Limited Partner from the Partnership through a fraudulent scheme where contractual obligations to the limited partner will be avoided. Showing proposed settlement terms and cancellation of the Note to CRW in the amount of $ 3.2 million, and the Note to Summit Land Co. in the amount of $ 6.0 million, cancellation of CRW's capital contribution, of $11.657 million and the cancellation of a page long list of claims of Partnership. It also includes language on general releases etc. The letter closes with unfounded

slanderous statements about CRW's previous efforts at entitlements. Ronald E. Gother GD&C attorney was sent a copy of this letter as shown on 000067. Instead of asserting his duty as an officer of the Court by saying; No we cannot proceed with this suggestion because we have contractual obligations to CRW requiring that the Partnership be dissolved if we want to get rid of him. The only legal way to do that is to file a "divorce" as I earlier suggested. Mr., Gother who is an eminent estate attorney knew the only legal method to get rid of CRW was in State Court by dissolution or by abiding by provisions in the Montevideo Partnership Agreement Art 9.9 "Buy -Sell". (See AER 000080-82 U.S.C.A. Docket No. 97-16195), which he authored back in 1985 (see 000009 above). Ronald E. Gother, a respected partner in the eminent firm of Gibson Dunn & Crutcher, could have stopped seven years of fraud on four federal courts, he chose not to, instead he went along with perjury under oath and obstruction of justice depriving CRW what is shown on Exhibit "X" attached hereto.

Document # 000068- 00069; This document is a letter from the Limited Partner to the General Partner, it is self explanatory.

Document # 000070-000074; This series of documents are copies of filings made on behalf of the Montevideo Partnership by Jane L. Wingfield, Esq., attorney at GD&C during the time they represented the Montevideo Partnership where CRW was the 77.44% limited Partner: 000070 filed on Feb. 19, 1992 is the change of name amendment to Certificate of Limited Partnership. changing the name from Montevideo Partnership to Canyon Oaks Estates,L.P. a California Limited Partnership, with attached copies of the original Montevideo Partnership Certificate dated June 8, 1987 (00071-00072). The next two documents filed by Jane L. Wingfield, Esq. attorney at GD&C (000073 -000074) are earlier filings by attorneys for the Montevideo Partnership. These evidentiary documents prove beyond a shadow of a doubt that GD&C and their attorneys

possessed confidential information gained as attorneys for the Montevideo Partnership which they later used against CRW to obstruct justice, to deprive him of his rights to a return of that investment. CRW's civil money damages through March 19, 1998 total $59,876,850.00 (See Exhibit "X", attached hereto.)

Document # 000075 -000097; Is a series of conditions of approval for tentative tract No. 35999, also known as the Montevideo Project, these documents were in the possession of Retlaw Enterprises, obtained in recent discovery by CRW. These same documents were available to GD&C attorneys who used this information to the detriment of CRW, causing CRW civil money damages through March 19, 1998 in the amount of $59, 876,850.00 (See Exhibit " X', attached hereto.)

Document # 000098- 000102; This document is a notice of sale of Securities Pursuant to Regulation D, Section 4(6), and/or Uniform Limited Offering Exemption, made to U.S. Securities and exchange Commission on Jan.17,1989 by CRW. It is believed that the fraud on CRW and the Federal Courts was overlapped into Securities Fraud by GD&C attorney's Ronald E. Gother and Jane Lindsay Wingfield, who are suspected of making intentional misstatements or omissions of fact constituting federal criminal violations. (See 18 U.S.C. 1001) also, (See, document 000124 - 000126 attached hereto.)

Document # 000103-000105; These documents consist of a letter and a filing made by Z.M. Wojciechowski attorney, to Jane Lindsay Wingfield, and to the Bankruptcy Court in March 1992. They are self explanatory warning that has as yet not been heeded since the above date. This translates into an obstruction of justice by GD&C attorney's resulting in damages to CRW as shown on Exhibit "X" attached hereto.

Document # 000106-000108; Fax transmission to Gibson Dunn & Crutcher attorney's Ronald E. Gother and Jane Wingfield, which proves that they were indeed attorneys for the

renamed Montevideo Partnership.

Document # 000109-000110; This document is a letter to Jane Wingfield, with a cc. to Ronald E. Gother, attorney's at GD&C representing the renamed Montevideo Partnership, transmitting confidential information about CRW, the 77.44% Limited Partner in that Partnership. GD&C gained valuable knowledge though this transmittal. It's attorney's used this information against CRW causing him damages as shown in Exhibit "X" attached hereto.

Document # 000111; Similar to above 0900109 -00010 except that Charles S. (Lee) Battles, Jr. at the Century City office of GD&C is now included in the loop of information, which caused the damages to CRW identified in Exhibit "X" attached , hereto.

Document # 000112; This document is evidence that GD&C attorney's Bennett L. Silverman, Jane L. Wingfield and Gregory M. Salvato are making filings in Bankruptcy Court on behalf of the renamed Montevideo Partnership under the guise of the General Partner Topanga Oaks, Inc. Paragraph A. also makes the fraudulent statement that the "First Amended Plan of Reorganization Dated As of February 11, 1991 of Sharon D. Lund,–" was in fact a valid plan, when it was entered while the Debtor was in Chapter 7. That misrepresentation caused CRW the damages shown on Exhibit "X" attached hereto.

Document # 000113; Notice & Memo of Canyon Oaks Estates, L.P. executive Meeting held April 24, 1992. This meeting took place after Judge Lasarow, under fraud on Court connived by GD&C attorneys, approved the "Letter of Intent" as a dissolution of the Partnership without jurisdiction. 0000118 contains an agenda item to be presented by JW (Jane Wingfield) on the Impact of CRW Settlement etc. This attorney was representing the Partnership and had a conflict of interest because CRW was the 77.44% Limited Partner throughout these

proceedings. She, with other GD&C attorney's, connived to CRW's detriment causing the damages shown on Exhibit "x" attached hereto.

Document # 000121; Letter To Judge David V. Kenyon, United States District Judge, Central District, self explanatory.

Document # 000123; This document is a copy of a cashiers check made to CRW, in the amount of $1,490,495.61, as Ordered by Judge Lasarow, but handed to Harry J. Kim of the firm, Finer Kim & Steams, by Jane Lindsay Wingfield on July 8, 1992, constituting bankruptcy fraud, and obstruction of justice.

Document # 000124- 000126; This document is; Application for Reward for Original Information IRS form 211 filed on January 22,1993 by CRW to obtain a 10% payment for information provided about a tax fraud stemming from a forgiveness of debt of $22,000,000, (later revised to over $40,000,000). in connection with the Montevideo Partnership. Document 000126 is a letter, dated February 28,1994, confirming receipt of Application for Reward, by Loretta C. Argerett, Assistant Attorney General, Tax Division. CRW believes that he was deprived of this reward because of politically corrupt interference by the Washington D.C. office of GD&C, which may constitute Tax Fraud induced by Jane Lindsay Wingfield and Ronald E. Gother.

Document # 000128; This document is a copy of a letter to SDL, from CRW, telling her that she is willfully keeping CRW from seeing Partnership records, that CRW needed to defend himself from the damages caused by GD&C attorneys as shown in attached Exhibit "X".

III. SUMMARY STATEMENT ABOUT DOCUMENTS

The documentary evidence presented and supplemented by the above explanation involves possible serial criminal activity by a combination of individuals, indicative of an on-going pattern of misrepresentations to Federal Courts

designed to obstruct justice. Movant reaffirms his earlier request to this Court for a federal Grand Jury investigation of alleged fraud on the court, tax fraud, and obvious conflict of interest in further representation of GD&C attorneys in this and related case. Movant suggests that the U.S. Trustee, Dare Law, in Los Angeles, immediately provide this Court, Movant and other parties in this litigation with records corroborating the fact that GD&C attorneys represented Montevideo Partnership in Bankruptcy proceedings while CRW was a 77.44% limited partner. Movant does not believe that any further pleadings in this case prepared by attorney's at GD&C are in the public interest.

Date: March 14, 1998

Respectfully Submitted:

"s"/ _____

CHRISTOPHER R. WOJCIECHOWSKI
APPELLANT, in propria persona

EXHIBIT X

Movant, in support of this Motion relies on the documentary evidence presented in above Briefs and attached hereto as Exhibit "A" save, Ethics Consideration 5-15 of The American Bar Association, Model Rule of Professional Conduct which is copied below for emphasis and ease of reference:

"***If a lawyer is requested to undertake or to continue representation of multiple clients having potentially differing interests, be must weigh carefully the possibility that his judgment may be impaired or his loyalty divided if be accepts or continues that employment. He should resolve all doubts against the propriety of the representation. A lawyer should never***

represent in litigation multiple clients with differing interests, and there are few situations in which he could be justified in representing in litigation multiple clients with potentially differing interests. If a lawyer accepts such employment and the interests did become actually differing he would have to withdraw from employment with the likely hood of resulting hardship on clients; and for this reason it is preferable that he refuse that employment initially"

- and restates the following citations of cases on point: Henriksen v. Great American Savings & Loan, 11Cal. App. 4th 109,113 (1992), In re Marriage of Zimmerman, 16 Cal App, 4th 556, 562 (1993), In re Complex Asbestos Litigation, 232 Cal App. 3d 572, 586-588 (1991).

GD&C attorneys were paid attorney fees to represent the Montevideo Partnership aka Canyon Oaks Estates L.P. directly and under the guise of the General partner, while Movant was the 77.44% majority Limited Partner. In fact they were representing his interests. Movant made substantial multi-million dollar investments in this limited partnership which he lost because of confidential information obtained by GD&C attorneys during the time they represented the same Partnership. This privileged information was used against Movants interest and for the benefit of GD&C's other client who had a minority interest in limited partnership, but ended up a 100% owner without paying fair market value for Movants assets.

Knowing all prohibitions against conflicts of interest, attorneys at GD&C willfully obstructed justice, causing serial fraud on four federal courts from August 1992 through the present. These Courts are: Bankruptcy Court, Central District; Central District Court; Northern District Court and this Court, the 9th. Circuit Court of Appeals. In effect this obstruction of justice caused Movant to be deprived of a jury trial for seven years. This Emergency Motion is made because Movant's high

probability of success on Appeal:

(a) In light of a very recent analogous case in the 7th. District where former attorney John Gellene, of Milbank, Tweed, Hadley & McCloy was found guilty of similar activity in 7th. District Bankruptcy Court and was convicted on March 3, 1998 for criminal conduct. (See, footnote on pg. 24 in Movants Opening Brief in this case.)

(b) Opposing counsel's clients and Movant will suffer irreparable harm if GD&C attorneys are allowed to continue unfettered for one more day representing their clients in conflict of interest roles. It has been the practice of federal courts to immediately take action as evidenced in the case of John Gellene in the 7th. District. It is believed, Grand Jury in the 7th. District convened in January of 1998, the former attorney was indicted, tried and convicted two months later, he is now awaiting sentence. Similar swift action is requested against the firm of GD&C and against the named attorneys herein, in the event this Court disqualifies GD&C and it's attorneys.

(c) The concerns of Movant and the public interests "societal concerns" are in total concert on this Emergency Motion. GD&C attorneys must be flushed out of their representation of other Defendants forthwith for the good of Public Interest. Criminal activity as alleged herein must be stopped and not allowed to continue add-infinitum. The other Defendants/Appellees, other than GD&C, must present their reply brief in this case in less than 30 days from now, should this Court continue this Appeal. Disqualification of GD&C must take place through this emergency motion immediately, if these other Defendants are to meet that deadline with substituted new counsel.

CONCLUSION

1. MOVANT PRAYS THIS COURT TO WEIGH THE OVERWHELMING DOCUMENTARY EVIDENCE AVAILABLE, AND DISQUALIFY GD&C AND IT'S ATTORNEYS FROM THIS CASE AND THE CLOSELY RELATED CASE FORTHWITH.

2. MOVANT PRAYS THIS COURT TO REMAND THE ALREADY FULLY BRIEFED CLOSELY RELATED CASE FOR JURY TRIAL TO THE NORTHERN DISTRICT.

3. MOVANT PRAYS THIS COURT TO TOTALLY REVERSE AND DISMISS CONTEMPT FINDINGS OF THE CENTRAL DISTRICT IN THIS CASE AND GRANT SANCTIONS, ATTORNEY FEES AND COSTS TO MOVANT AS PRAYED IN OPENING BRIEF.

4. MOVANT PRAYS THIS COURT TO ORDER A FEDERAL GRAND JURY TO INVESTIGATE ALLEGATIONS HEREIN AND ISSUE INDICTMENTS AGAINST PARTIES TO BE PROSECUTED FOR CRIMINAL OFFENSES, IN THE EVENT GRAND JURY FINDS THAT TO BE APPROPRIATE.

Date: March 10, 1998

Respectfully Submitted:

"s"/_____

CHRISTOPHER R. WOJCIECHOWSKI

PLAINTIFF/APPELLANT in propria persona

LETTER OF INTENT

By way of settlement and compromise only, and without admitting liability of any kind, Sharon D. Lund hereby offers to settle any and all disputes, claims and interests which any of Christcpher R. Wojciechowski ("Wojciechowski"), Montevideo Country Club, Inc. ("MCC"), Summit Land Company ("Summit") United States Building Corporation ("USBC"), Wojciechowski, Rowlett & Naskar, Inc. ("WRN"), Viking Construction Corp., and all other entities owned or controlled by any of the foregoing, their officers, directors, agents,and their affiliates, heirs, assigns or successors, or any of them (the foregoing are collectively referred to as the "Claimants") may have or assert in, to or against Sharon D. Lund, Topanga Oaks, Inc. ("Topanga"), the pre-petition Montevideo Partnership, Montevideo Partnership as debtor in possession, and the reorganized Montevideo Partnership (Montevideo Partnership, pre-petition, as debtor in possession and as the reorganized partnership are referred to herein collectively as the "Partnership", their officers, directors, agents, attorneys and affiliates, their heirs, assigns and successors, or any of them (collectively referred to as "Lund"), upon the following terms:

A. upon the signing of this outline

1. from Lund to Claimants

a) payment by Lund to Wojciechowski

(1) $150,000 in cash

2. from Claimants to Lund

a) delivery to Lund of a duly executed request by appellants for the dismissal of the appeals from the orders of the bankruptcy court converting the case to a chapter 11 case and confirming the plan of reorganization,m with each side to bear its own costs

b) removal by Lund of all plans, specifications, drawings, models, photographs, work product, and other similar material in the possession of or

under the control of the Claimants in respect of the Partnership or its property. Claimants shall provide access and cooperate in such removal upon the giving of reasonable notice

3. such payment shall not be construed as an admission of the value of the foregoing

B. upon the closing of the settlement

1. from Lund to Claimants
   a) $1,500,000 in cash
   b) Execution and delivery by Lund, in her personal capacity, of her unsecured promissory note bearing no interest (the "Note") payable to Claimants, providing for the payments of $1,000,000 in cash on the first and second anniversaries of the closing of settlement, and payment of $500,000 on the third anniversary of the closing of the settlement. Acceleration of payments to Claimants shall occur upon sale of all or substantially all of the 257 acres.
   c) quitclaim by the partnership to Wojciechowski of any interest in the 34 acres
   d) Partnership accepts responsibility for the pre-petition and post petition claims of Claimants or the partnership as set forth in Exhibit A attached hereto provided Claimants deliver estoppels regarding total amounts due not exceeding those set forth
2. from Claimants to Lund

   a) stipulation and form of order disallowing in their entirety, all claims, of Claimants, including pre-petition and administrative, except to the extent that the Partnership is responsible for pre-petition and post petition claims of Claimants or

the Partnership as set forth in Exhibit A attached hereto, and terminating all partnership interests of Claimants in and against the Partnership

b) to the extent not already terminated, the termination without liability, of any and all contracts between the Partnership or its present or former general partner and any Claimant

c) parties agree to exchange title reports of the 20, acres and agree to facilitate the title companies in resolving title disputes with respect to the 20 acres. Lund may request a quitclaim deed of the 20 acres by the 400 partnership and Wojciechowski to the Partnership, provided that Lund agrees to indemnify and hold harmless the 400 Partnership and Wojciechowski for giving such quitclaim deed.

d) full reconveyances by the Summit and Wojciechowski of all deeds of trust on the 657 acres and on the 20 acres (subject to the same provisions as contained in 2(c)

e) removal by Lund from Claimant of all Partnership books, records, accounting materials, contracts with third parties other than Claimants, legal work and work product regarding property acquisitions, dispositions or entitlements

f) Claimants have delivered or allowed Lund to remove all documents pertaining to the arrangements referenced in (4)

g) covenants by Claimants:

(1) Claimants shall not, directly or indirectly, take any action with respect to the entitlements, financing or sale of the property by the Partnership

(2) Claimants shall not, directly or indirectly, buy or contract to buy any real property contiguous to or within a 1 mile

radius of the 657 acres owned by the partnership, except to obtain access and utility easements appurtenant to the 34 acres currently being sought by Wojciechowski or as required by the County of Los Angeles, until 3 months following final approval by the Los Angeles County Board of Supervisors of the tract map with respect to the partnership property

(3) further assurances by Claimants to cooperate in causing the following to be placed in the name of the Partnership:

(a) county lawsuit

(b) fence lawsuit

(c)entitlements, applications, licenses with respect to the Partnership real property

h) representations and warranties by Claimants:

(1) except for the transfer of certain of the claims of Claimants to Wojciechowski, the Claimants have not transferred their claims, and are the owners thereof

(2) subject to the applicable standard of knowledge required by the bankruptcy petition, the bankruptcy schedules include all the names and addresses of all creditors of the Partnership on the petition date

(3) there are no contracts between the Partnership and any of Claimants, vendor, consultant, or landowner except as may be disclosed in writing in the definitive agreement and are acceptable to Lund

(4) status of arrangements with respect to Sakaida, and any other who claim any right to partnership property

(6) Other than the 34 acres, and access and utility easements appurtenant thereto currently being sought by Wojciechowski, and the potential claim of right to the 20 acres, Claimants have no interest in any property contiguous to or within a 1 mile radius of the 657 acres

3. exchanged by Lund and Claimants

a) releases of all claims by Lund and Claimants, including unknown claims under Civil Code Sect. 1542, except as provided for in the settlement

b) releases and withdrawal of claims by the following persons asserting claims against the estate:

(1) [list claims; to include the pre-petition and administrative claims of the Claimants, except to the extent that the Partnership is responsible for pre-petition and post petition claims of Claimants or the Partnership as set forth in Exhibit A attached hereto]

c) Claimants release any and all claims for reimbursement as against the Partnership of their attorneys, John T. Janosik, Latham & Watkins and Jim Wojciechowski, and these attorneys shall provide adequate assurances to Lund that they will seek no reimbursement from the Partnership for such claims

d) Lund and Claimants agree to put a hold on all litigation matters pending execution of the definitive agreement to include the taking of depositions, the production of documents, etc., but if no agreement has been reached by January 15, 1992, litigation matters may proceed by both parties

C. condition to closing

1. execution and delivery by all parties of a definitive agreement in form acceptable to Lund and Claimants, on or before January 15, 1992
2. satisfaction of all conditions in manner acceptable to Lund and Claimants
3. order of the bankruptcy court, in form acceptable to Lund and Claimants, on notice to all creditors and parties in interest, which order shall become final as quickly as possible, but in no event after February 28, 1992
a) approving the within settlement
b) disallowing the claims, administrative expenses, and partnership interests of the Claimants
c) approving the modification of the plan and the order confirming the plan, to conform to the terms of the settlement

4. the closing shall occur on the eleventh day after the order becomes final
5. time is of the essence of this agreement

D. condition to cash payments & payments under the Note

1. Claimants shall not have at any time after the execution of the definitive agreement been in material breach of any covenant, nor shall any representation or warranty be incorrect in any material respect. Lund shall at all times have the burden of proving that such a material breach has occurred. All disputes about whether a material breach has occurred shall be determined by using a mutually agreed upon procedure with a mutually agreed upon "rent-a-judge", with attorney fees, costs and damages, including

interest on withheld funds, if applicable, to be awarded to the prevailing party.

E. offer terminates at 5:00 p.m. on Friday, December 20, 1991 unless prior to such time Wojciechowski has:

1. signed a copy of this outline in the space provided below
2. delivered in person or by facsimile to counsel for Lund such signed copy

These essential terms are agreed to by the undersigned but, except the items referred to in paragraph A, are subject to the acceptance, execution and delivery of the definitive agreement.

Dated: December 20, 1991

"s/_____"
Christopher R. Wojciechowski

Dated: December 22, 1991

"s/_____"
Sharon D. Lund

NOTE: Exhibit A is irrelevant to this Writ of Certiorari and has not been introduced for that reason.

ORDER APPROVING FINAL SETTLEMENT AGREEMENT

Based upon the foregoing Stipulation re Final Settlement Agreement and Distribution of Settlement Proceeds and all other pleadings and papers on file in these proceedings, and good cause appearing therefor, this Court

FINDS that the attached Settlement Agreement dated as of June ___, 1992, by and between CRW Entities and Lund Entities (as such terms are defined therein) (the "Final Settlement Agreement") was entered into by the parties in good faith, that such Final Settlement Agreement is fair and reasonable, that the parties have stipulated and agreed to the distribution and allocation of the Second Settlement Payment and the Final Settlement Payment in the manner and amounts set forth below and that all parties thereto have consented and agreed to be bound by this Order approving the same.

IT IS HEREBY ORDERED:

A. The Final Settlement Agreement is expressly incorporated herein by this reference and is hereby approved, and the parties thereto are hereby ordered to comply with the provisions and to perform each and all of their obligations as set forth therein.

B. The Second Settlement Payment shall be allocated among and paid directly to the following entities by Lund Entities:

Payee	Amount
John T. Janosik	$ 200,000.00
Latham & Watkins	$ 222,981.68
U.S. Building Corp.	$ 20,000.00
Summit Land Company	$ 500,000.00
Wojciechowski,Rowlett&Naskar	$ 30,000.00
Montevideo Country Club, Inc.	$ 5,000.00
Viking Construction Corp.	$ 90,000.00
Angela Naskar Wojciechowski	$ 250,000.00
*Christopher R. Wojciechowski	$1,532,018.32
**Elizabeth R. Wojciechowski	$1,150,000.00
	$4,000,000.00

The disbursement in accordance with the foregoing shall constitute full and complete satisfaction

of the obligations of the Lund Entities under Paragraphs 3.A.(i) and 3.A.(ii) of the Order Enforcing Settlement and Paragraphs 2.2.2 and 4.2.1 of the Final Settlement Agreement.

C. The Final Settlement Payment shall be among and paid directly to the following entities by Lund Entities:

Payee	Amount
Angela Naskar Wojciechowski	$ 125,000.00
Christopher R. Wojciechowski	$ 125,000.00
	$ 250,000.00

The disbursements in accordance with the foregoing shall constitute full and complete satisfaction of the obligations of the Lund Entities under paragraphs 2.2.3 and 5.1 of the Final Settlement Agreement.

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*Lund Entities may, in their sole and absolute discretion, disburse a portion of this amount, not to exceed $50,000.00, to Wojciechowski or to third party creditors on his behalf, in advance of the Closing Date.

**This amount shall consist of direct payments by Lund Entities to Santa Monica Bank in the approximate amount of $376,718.54, to Leader Mortgage in the approximate amount of $61,483.54, and the remainder of such $1,150,000.00, in the approximate amount of $711,797.96, to Elizabeth R. Wojciechowski in care of her attorney's trust account. The precise amounts to be paid to Santa Monica Bank and Leader Mortgage shall be determined by their respective responses to a beneficiary demand and shall be sufficient to result in a full satisfaction of their respective notes and full reconveyance of their deeds of trust encumbering the property commonly known as 3001 Antelo View Drive, Los Angeles, California. The payments to Santa Monica Bank and Leader Mortgage shall be made by cashier's check indicating Christopher R. Wojciechowski as remitter.

D. This Court shall and hereby does retain jurisdiction to enforce this Order, including without limitation the Final Settlement Agreement as incorporated herein, and to resolve any disputes arising therefrom or relating thereto.

E. Notice of this Order shall be given to Indivest, Inc. and to Boyle Engineering, the only other parties who filed objections to the Order Enforcing Settlement Agreement who are not signatories to the foregoing Stipulation. No further notice of this Order is required.***

DATED: June 30, 1992 "s/_____"
William H. Lasarow
United States Bankruptcy Judge

LL921730.017

***The court finds that notice of the Order Enforcing Settlement Agreement, entered May 5, 1992, was given to all creditors and parties in interest. Any party wishing to object to the payment to CRW Entities, before the payment in full of claims held by non-affiliated entities, was given notice and an opportunity to be heard. With the exception of Indivest, Inc. and Boyle Engineering, all of the parties objecting to the settlement agreement are parties to the within stipulation. The only material difference to creditors between the Final Settlement Agreement and the prior settlement agreement incorporated into the Order Enforcing Settlement Agreement is that under the prior agreement CRW Entities were to be paid currently $1,500,000.00 of the settlement proceeds, with the remaining balance of $2,500,000.00 to be paid over a period of two years, whereas under the Final Settlement Agreement CRW Entities will be paid currently (either directly or indirectly through payments to the third parties listed above) the balance of $4,000,000.00 and an additional later payment of $250,000.00.